

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PARKS AND RECREATION

REQUEST FOR PROPOSALS:

**LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR
REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND**

RFP #15-54

Pre-Proposal Meeting: January 22, 2015 at 10:30 a.m.

Proposal Due Date: January 29, 2015 at 10:30 a.m.

JANUARY 2015

Setti D. Warren, Mayor

CITY OF NEWTON

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Landscape Architectural/Engineering Consultant for Rehabilitation of Newton Highlands Playground

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END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #15-54

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

**LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR
REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND**

Pre-Proposal Meeting: **10:30 a.m., Thursday, January 22, 2015, located at Parking Lot at the corner of Upland and Dedham Streets near the Tennis Courts at Newton Highlands' Playground**

Proposals will be received until: **10:30 a.m., Thursday, January 29, 2015**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

All materials issued in connection with this RFP (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., January 15, 2015**. Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids. Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #15-54) they have downloaded.

The term of the contract shall extend from the date of contract execution through August 31, 2015. The City reserves the right to extend this contract for construction administration services.

The Scope of Work in this RFP is described in pp. 8-10 below. This Scope of Work shall define the winning proposer's obligations to the City under its contract.

As this is an RFP, proposers shall submit (i) a technical, or non-price proposal which includes everything responsive to this RFP except the proposed contract price, and (ii) a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requests made in the RFP. The price proposals shall be submitted on the Price Proposal #15-54 form included in this RFP.

All proposals shall be submitted (i) for the technical proposal, one ORIGINAL and three COPIES and (ii) for the price proposal, ONE COPY. Proposers' attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department. (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
January 15, 2015

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
Instructions to Proposers**

REQUEST FOR PROPOSALS (RFP) NO. #15-54

**LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR
REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND**

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that, in order to select the most advantageous proposal for Landscape Architectural/Engineering Consultant For Rehabilitation Of Newton Highlands Playground as more fully described in the Project Description below (hereinafter referred to as “Consultant Services”) for the City of Newton, comparative judgments of technical factors, in addition to price, will be necessary.

The City believes that while low price is a factor in selecting the most advantageous service provider, it is also important that the City be able to consider the proposer’s experience in providing Consultant Services to municipalities similar to Newton, that the City be able to evaluate the proposer’s methodology and staffing, and the proposer’s ability to deliver the services needed. The City’s ability to weigh these factors is best achieved by procuring Consultant Services through an RFP process.

Accordingly, pursuant to M.G.L. c.30B, §6(a) the CPO has determined that an RFP and not an Invitation For Bids will best meet the City’s needs.

II. INSTRUCTIONS TO PROPOSERS

A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:30 a.m., January 29, 2015.**

B. **A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, and three (3) paper copies and (ii) one (1) paper copy of a Price Proposal.**

The four copies of the TECHNICAL PROPOSAL and the one PRICE PROPOSAL must be submitted in **SEPARATE SEALED ENVELOPES.**

Envelopes shall be marked:

“TECHNICAL PROPOSAL - RFP #15-54 “LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND”

AND

“PRICE PROPOSAL - RFP #15-54 “LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND” along with your firm’s name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

Where information is requested, proposals must provide it in the same order as requested in this RFP and identify the page number of the RFP that relates to the information response.

Faxed proposals will not be accepted.

C. QUESTIONS: Inquiries involving procedural or technical matters must be received in writing, at least 72 hours prior to proposal submission to:

purchasing@newtonma.gov or facsimile (617) 796-1227
Nicholas Read, *Chief Procurement Officer*

All additional information shall be put into the form of an Addendum. Each addendum will be posted on the City's website under the document #15-54 and will be faxed to those listed on the Bidders' list as having received (picked-up or downloaded) the RFP.

If you have downloaded the RFP, please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax number and what RFP number you have downloaded.

ADDENDUM: Proposers shall acknowledge any/all addendum(s) on the first line of their Transmittal Sheet of their Technical Proposal, as well as on the designated line provided in the Price Proposal.

- D. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. TIMELINE:
- | | |
|----------------------------|---|
| RFP Released | : January 15, 2015 at 10:00 a.m. |
| Prebid Meeting | : January 22, 2015 at 10:30 a.m. |
| Questions submitted | : January 23, 2015 at 12:00 noon |
| Addenda w/Answers | : January 26, 2015 at 3:00 p.m. |
| Proposal Submittal | : January 29, 2015 at 10:30 a.m. |
- F. PROPOSAL FORMAT: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.
- G. PRE-BID MEETING: A pre-bid meeting to view the site shall be held at 10:30 a.m., Thursday, January 22, 2015, at the Parking Lot located at the corner of Upland and Dedham Streets near the Tennis Courts at Newton Highlands' Playground. The pre-bid meeting is not mandatory, though proposers are encouraged to attend. By submitting a proposal, proposers are deemed to be familiar with those aspects of the site that relate to the Scope of Work.

III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the **Minimum Criteria, below.** **Proposals that do not demonstrate compliance with the Minimum Criteria shall be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the six (6) Comparative Criteria below.**

The City of Newton reserves the right to waive any informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

MINIMUM CRITERIA

Any proposer submitting a proposal for Consultant Services must satisfy all the **Minimum Criteria**.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

The City will not award a contract except to a responsible and responsive proposer that has documented successful experience and/or provided documentation in accordance with the following Minimum Criteria:

1. Project Team experience in successfully completing comprehensive site assessments for projects of similar size and scope.
2. Experience with the design, engineering and construction of active recreation improvements, i.e., athletic fields, hard paved courts and support buildings.
3. Experience as Project Manager of municipal park projects of comparable size and scope.
4. Experience starting, conducting and delivering municipal park projects in a timely manner and within budget.
5. Evidence of successfully working with project stakeholders, i.e., representatives of athletic leagues, abutting businesses, neighborhood groups, municipal departments.
6. Completed Bidder's Qualifications And References Form
7. Completed Certificate of Tax Compliance
8. Completed Certificate of Non-Collusion
9. Completed Debarment Letter
10. Completed IRS Form W-9

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

COMPARATIVE EVALUATION CRITERIA

The evaluation of each proposal for Landscape Architectural/Engineering Consultant for Rehabilitation of Newton Highlands Playground will be based upon the "Comparative Evaluation Criteria" described in this section. The following scale will be used to rate a proposer in each evaluation criterion, as well as to determine a composite rating of each proposal:

"Unacceptable"
"Not Advantageous"
"Advantageous"
"Highly Advantageous"

An "Unacceptable" rating in any one of the criteria will eliminate a proposal from further consideration.

1. Years of experience successfully completing comprehensive site assessments for projects of comparable size and scope

Not Advantageous – Less than five years' experience successfully completing comprehensive site assessments for projects of comparable size and scope.

Advantageous – A minimum five to ten years' experience successfully completing comprehensive site assessments for projects of comparable size and scope.

Highly Advantageous – More than ten years' experience successfully completing comprehensive site assessments for projects of comparable size and scope.

2. Years of experience with the design, engineering and construction of active recreation facilities, i.e., athletic fields, hard paved courts and support buildings

Advantageous – Less than five years’ experience with the design, engineering and construction of athletic fields, hard paved courts and support buildings.

Highly Advantageous - More than five years’ experience with the design, engineering and construction of athletic fields, hard paved courts and support buildings.

3. Years of experience as Project Manager of municipal park projects of comparable size and scope

Advantageous – Less than five years’ experience managing municipal park projects of comparable size and scope.

Highly Advantageous - More than five years’ experience managing municipal park projects of comparable size and scope.

4. Evidence of experience delivering projects on time and within budget as demonstrated by all projects completed from January 1, 2010 to the present

Not Advantageous – Less than 50% of projects delivered on time and within budget

Advantageous – More than 50% but less than 75% of projects delivered on time and within budget

Highly Advantageous – More than 75% of projects delivered on time and within budget

5. Clarity of proposer’s Technical Proposal

Not Advantageous – Proposal did not adequately explain all aspects of the project approach.

Advantageous – Proposal was adequate, appeared consistent with project intent and responded to needs expressed by the documents in all areas.

Highly Advantageous- Proposal was very thorough and consistent with project intent and responded to virtually all needs expressed by the documents in all areas.

6. Evidence of experience successfully working with project stakeholders, i.e., representatives of athletic leagues, abutting businesses, neighborhood groups, and municipal departments

Advantageous – Less than five years’ experience working collaboratively with project stakeholders

Highly Advantageous- More than five years’ experience working collaboratively with project stakeholders

IV. CONTRACT TERM - The term of this contract shall be **from the date of execution through August 31, 2015.**

The City reserves the right to extend this contract for construction administration services.

V. COMPENSATION - The contractor shall be paid in a manner agreed to by the contractor and the City, but shall not be more frequent than a monthly payment.

VI. INDEMNIFICATION

The Contractor acknowledges and agrees that it is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of its employees and agents hereunder and agrees that it will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

END OF SECTION

PROJECT DESCRIPTION

Solicitation for Landscape Architectural/Engineering Consultant for Rehabilitation of Newton Highlands Playground (a.k.a. Joseph Lee Playground)

Project Overview

The City of Newton Parks and Recreation Department is seeking a landscape architectural/engineering consultant team that includes other disciplines, such as environmental permitting and architecture, to assist with the rehabilitation design of Newton Highlands Playground located on Winchester Street. A master plan and feasibility study have been completed; this RFP is for the production of complete design development documents and construction bid documents for park improvements to meet the city's construction budget. The scope of work in this RFP is funded by the Community Preservation Act (CPA). The final design improvements are to be approved by the Parks and Recreation Commission.

Newton Highlands Playground ("the park") has experienced a decline in use and user satisfaction, due to years of wear and tear and a lack of capital investment. The intent of this project is to re-establish this existing open space asset for use by all city residents and as a focal point for the neighborhood. The objective is to provide accessible and improved recreational opportunities – a balance of formal and informal active and passive activities.

This Project Description consists of the following:

- Description of the Park
- Scope of Work
- Tasks: Meetings and Deliverables
- Schedule and Fee
- Attachment A—Locus Plan

Description of the Park

The park was first named for Joseph Lee, a wealthy Boston social reformer, who, around the turn of the century, introduced the idea of neighborhood playgrounds and promoted recreational activities as a way to counter social problems.

Today, the park, referred to as "Newton Highlands Playground" or "the park behind Tedeschi's where they play youth football," is an underused playground that serves a variety of users, including the city's soccer, football and baseball leagues, an abutting nursery school, neighborhood area residents and local commercial businesses.

Located in Ward 5 and the village of Newton Highlands, the 13.3-acre park, 60% open and 40% wooded, is under the jurisdiction of the Newton Parks and Recreation Department. It abuts both Winchester Street and the northern end of Upland Avenue, a private way, and is set amid residences and businesses at the northern terminus of Needham Street's commercial corridor, just south of Route 9. The open area is level and the wooded area is steep with areas of ledge. Vehicular access and dedicated parking for the park runs the length of Upland Avenue on the park side of the private way's centerline. The commercial business abutters have their own parking plus control over the other half of the private way up to its centerline. This paved area is in poor condition and the park's dedicated parking area is heavily encroached upon by others. The park is inaccessible: there are no paved walkways, no clear entries and no amenities. Much of the lawn areas drain poorly, rendering the baseball and open field areas unusable much of the time.

Athletic facilities include an irrigated football/soccer field with old practice light fixtures that house newly installed LED bulbs. The field is used primarily by Newton Mustangs Youth Football (formerly Pop Warner) and Newton Youth Soccer. The adjacent senior league baseball field is too wet for consistent use. There are two fenced tennis courts and a basketball court, all with cracked pavement, sinkholes and rusted chain link fencing. The fenced tot lot is devoid of equipment, the Department removed it over a year ago as it no longer met current playground safety guidelines or ADA requirements. In the park's northwesterly corner, there is an old trailer in deplorable condition that houses inaccessible restrooms, a storage area and small concession used by the leagues. An old and rusted shade structure remains nearby.

In 2008, using CPA funds, a master planning process was completed that included a user survey and three well-attended public meetings. In 2011, the three leagues (soccer, baseball and football) enlisted a consultant, privately, to perform a Feasibility Study that included a drainage study and schematic plan for the park, and upgraded the proposed natural turf field to an artificial turf field.

Scope of Work

The Scope of Work is to include design development through final design and construction documentation for the following:

- Evaluation and redesign of all systems: drainage, irrigation and lighting;
- Grading and drainage to improve the hydrological function of the entire park, the existing parking area/private way and related storm water permitting requirements;
- Park entries and universal access throughout the park via a pathway system, including access through a portion of the wooded area;
- Renovation of the natural turf football/soccer field including new irrigation and lighting to replace the existing;
- Renovation of the existing baseball field into a lighted, irrigated natural turf Little League field;
- Two new fenced asphalt tennis courts and a new basketball court;
- Improvements to vehicular and maintenance access and park parking including the addition of a new porous paved parking area within the park;
- Site furniture and park perimeter fencing, as needed;
- Tree planting, woodlot management, and improved lawn areas;
- New playground area for both pre-school age and school age children; and
- New field house/support building with accessible restrooms, storage area and concession to meet the specifications used for the recently constructed Newton South High School field facility.

All design approaches are to consider the simplification and reduction of maintenance requirements.

Construction Phase Administration Services: Construction phase administration services are not a part of this scope, but will be negotiated and paid for on an hourly basis outside of this contract. Printing of the bid documents package will be provided by the City.

Tasks: Products and Meetings

Task 1: Project Start-up

Consultants will familiarize themselves with the park's existing conditions as well as the topographical survey to be provided by the City. The City will provide the Newton Highlands Playground Master Plan report dated spring, 2008 as well as the Feasibility Study, dated November, 2011 and the final specifications for the new field facility at Newton South High School's track/football field. The Consultant is required to have a thorough understanding of the park's history, uses, stakeholders, site conditions and design to date.

Meetings:

- one start-up meeting with City staff combined with a site visit to the park.
- one public informational meeting to be led by the Consultant sometime in Spring 2015 in order to update the surrounding community on the project as it currently stands.
- one working session with the Department staff prior to the public presentation is required. The City will advertise the informational meeting as well as provide the appropriate venue.

Task 2: Design Development and Review

The Consultant will develop detailed layout, materials, grading, drainage, irrigation, utilities, lighting, planting, and site improvements designs accompanied by detailed cost estimates. The Consultant shall have available to them the services of any other necessary disciplines, such as environmental permitting and architecture, to perform the work. A Notice of Intent will be required to be prepared and filed and coordinated with the Newton Conservation Commission pursuant to DEP's storm water management standards. The design of the proposed 1000 SF field house is to comply with the City's specifications for the recently constructed field facility at Newton South High and is subject to review by the City's Design Review Committee. The Consultant will refine the overall park design in response to comments made by Newton Parks and Recreation, Public Works and Public Buildings; the commercial business abutters, and any

league representatives involved in the project. After approval of the final design, the Consultant will present the design at a Parks and Recreation Commission meeting, a public meeting, for their vote.

Products: 100% complete design and detailed cost estimate ready to be turned into a contract document bid set that meets the project budget, along with a strategy for bid alternates if necessary.

Meetings: a minimum of

- two (2) meetings with Parks and Recreation and other relevant City Department staff;
- two (2) meetings with the Design Review Committee (DRC) for field house design,
- one (1) meeting with the Newton Conservation Commission,
- one (1) meeting with business abutters and the leagues, and
- one (1) public meeting with the Parks and Recreation Commission.

Task 3: Construction Bid Documents

Upon completion and approval of final design, the Consultant will prepare detailed construction bid documents including plan and detail drawings, technical specifications in the City of Newton's format, a list of bid items, and a final cost estimate based on the bid items, quantities and unit costs. The Consultant's technical specifications will be inserted into the City of Newton's standard specifications. The City will provide the front end, the bid sheets and the contract pages.

Products: complete set of drawings, including plans and details, technical specifications utilizing individual bid items, and a detailed cost estimate, within the project budget, to create a construction bid package.

Meetings: a minimum of

- one (1) meeting with the Design Review Committee (DRC), and
- two (2) meetings/working sessions with City staff.

All work produced as a result of this contract will become the property of the City of Newton and shall be used for the purposes of this project only.

Schedule and Fee

The Consultant is expected to provide these services beginning in **February 2015**, with a completion date estimated for **August 2015**. Please provide a list of all staff that will be working on the project and their hourly rates. The price proposal provided under separate envelope will represent the maximum fee to the City. Final fee may be negotiated.

The Consultant should be able to include any necessary disciplines, organize and cost the recommendations, and package the document appropriately. The City will be able to provide support in the areas of gathering existing documentation. Construction administration services are not included in the Consultant's scope at this time.

The terms of payment will be agreed upon by the City and the Consultant.

END OF SECTION

REQUEST FOR PROPOSALS

CITY OF NEWTON

DEPARTMENT OF PURCHASING

TECHNICAL PROPOSAL REQUIREMENTS

THIS FORM IS TO BE SUBMITTED IN ENVELOPE A - TECHNICAL PROPOSAL

A complete Technical Proposal shall meet the following requirements:

1. Letter of interest
2. Technical Proposal not to exceed 10 pages
 - A. Project Goals
 - B. Project Philosophy and Approach
 - C. Project Leadership, Organization and Management
 - Project manager
 - Project team including any subcontractors
 - Task assignments to each member of project team
 - Commitment of time by each member of the project team
 - D. Work Program: Objectives and Anticipated Outcomes (including process for providing quality assurance/quality control throughout the life of the project)
 - E. Work Schedule
3. Synopses of comparable municipal active/passive recreation parks (no more than 6), including for each a one-paragraph description, dates of service, a contact name, address, email and telephone number.
5. Background information on the firm(s).
6. Summary resumes of key personnel who will work on the project.

Four (4) copies (one original and three copies) of each complete Technical Proposal shall be submitted.

Bidder's Name: _____
Name of Company Making Proposal

CITY OF NEWTON
DEPARTMENT OF PURCHASING
PRICE PROPOSAL #15-54

- A. The prices quoted and totaled below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the Contractor shall be paid by Contractor.

The following detailed price proposal is based upon the RFP, especially the Project Description, and may reflect modifications or alternative approaches to the general Scope of Work. The Bidder proposes to supply and deliver the services specified in the RFP and in its Technical Proposal at the following price(s):

- | | |
|---|-------|
| 1. Project Start-up | _____ |
| 2. Design Development & Review | _____ |
| 3. Fieldhouse Design Architectural Services | _____ |
| 4. Construction Documents for Bid Package | _____ |

TOTAL PRICE _____

The City of Newton reserves the right to choose any or all of the phases or tasks resulting from this RFP. Vendors must provide pricing on all tasks. Some of the tasks may not be awarded and deleted tasks may be assumed by the City.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

***One (1) copy of each complete
Price Proposal shall be submitted.***

Bidder's Name: _____
Name of Company Making Proposal

CITY OF NEWTON

PROPOSER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

PURCHASING DEPARTMENT
NICHOLAS READ *CHIEF PROCUREMENT OFFICER*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date _____

Vendor _____

Re: Debarment Letter for Invitation For RFP #15-54

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

III. Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

City - Contractor Agreement C -

LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Fifteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #15-54 issued by the Purchasing Department;
- c. The Project Manual for **LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR REHABILITATION OF NEWTON HIGHLANDS PLAYGROUND** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the contract shall extend from the date of execution through August 31, 2015.

- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Parks & Recreation Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

City funds are available in the
following accounts:

21D60215-530202 -
Community Preservation Act Funds

I further certify that the Mayor, or his
designee, is authorized to execute
contracts and approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Parks and Recreation

Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.